




City of Dublin

Office of the City Manager

5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council
From: Dana L. McDaniel, City Manager 
Date: February 5, 2015
Initiated By: Michelle Crandall, Assistant City Manager
Jennifer D. Readler, Assistant Law Director
Re: Resolution 15-15 – Intergovernmental Agreement with Washington Township

Summary

The City of Dublin ("City") and Washington Township (the "Township") have a long history of working together for the common goal of acquiring property and developing public park space. Both parties want to continue this partnership to further their joint interest. To that end, the City and the Township desire to enter into an intergovernmental agreement to continue this cooperative effort over the next 10 years.

Resolution 15-15 would authorize the City Manager to execute an intergovernmental agreement between the City and the Township. In this agreement, the Township will pay to the City \$50,000 per year, for the next 10 years to assist in parkland acquisition and maintenance. Total payments will not exceed \$500,000.00.

Recommendation

Staff recommends approval of Resolution No. 15-15 allowing the City Manager to execute this intergovernmental agreement between Washington Township and the City.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

15-15

Resolution No. _____

Passed _____, 20____

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT
BETWEEN WASHINGTON TOWNSHIP AND THE CITY
OF DUBLIN FOR THE ACQUISITION OF PARKLAND.**

WHEREAS, the Township of Washington (the "Township") and the City of Dublin (the "City") have a long and storied history of working together for the common goal of acquiring property and developing public park spaces; and

WHEREAS, the Township wants to continue this partnership and further these joint interests; and

WHEREAS, the Township and the City desire to enter into an agreement that outlines the Township's obligations to help the City acquire additional parkland over the next ten (10) years.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute an intergovernmental agreement between Washington Township and the City of Dublin for the acquisition of parkland.

Section 2. This Resolution shall be effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2015.

Mayor – Presiding Officer

ATTEST:

Clerk of Council

INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON TOWNSHIP AND THE CITY OF DUBLIN

This Intergovernmental Agreement (“Agreement”) is made by and between the Washington Township Board of Trustees (hereinafter referred to as the “Township”) and the City of Dublin (hereinafter referred to as the “City”). The Township and the City are referred to collectively as the “Parties.”

Recitals

WHEREAS, the Township and the City have a long and storied history of working together for the common goal of acquiring property and developing public park spaces; and

WHEREAS, the Township wants to continue this partnership and further these joint interests; and

WHEREAS, the Parties now want to enter into an agreement that outlines the Township’s obligations to help the City acquire additional park land over the next ten (10) years.

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants, and consideration, the sufficiency of which is agreed to be adequate and herein contained, the Parties agree as follows:

Provisions

1. Payment by Township

On July 1, 2015, the Township shall pay to the City the total sum of Fifty Thousand Dollars and No Cents (\$50,000.00). Then, on July 1st of each year for the next nine consecutive years (beginning in 2016 and ending in 2025), the Township shall pay to the City the total sum of Fifty Thousand Dollars and No Cents (\$50,000.00) (“Yearly Payments”). The total payments made from the Township to the City shall not exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00).

2. Binding Agreement

Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Township and the City and their respective heirs, executors, administrators, successors, and assigns.

3. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

4. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, or obligations, whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either the Township or the City.

5. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by the Township and the City.

6. Governing Law

This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement solely shall be in an applicable court in Franklin County, Ohio.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

THE CITY OF DUBLIN, OHIO

Dana L. McDaniel, City Manager

Date

Approved as to form:

Stephen J. Smith
Law Director

THE TOWNSHIP OF WASHINGTON, OHIO

Gene Bostic, Trustee

Denise Franz King, Trustee

Charles Kranstuber, Trustee

Date

CERTIFICATE OF AVAILABLE FUNDS

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code § 5705.01 to § 5705.47.

Date

Washington Township
Fiscal Officer